

David R. Boyajian, OSB #112582
Email: dboyajian@schwabe.com
SCHWABE, WILLIAMSON & WYATT, P.C.
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981
Facsimile: 503.796.2900

Attorneys for Plaintiff Langlois Enterprises, Ltd.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

LANGLOIS ENTERPRISES LTD.,

No.3:24-cv-00921

Plaintiffs,

vs.

**M/V GLORY, IMO No. 9288473, her
engines, tackle, appurtenances, etc., *in
rem*, and PRIMERA SHIPPING
INCORPORATED, as Owners of the M/V
GLORY,**

Defendants

DECLARATION OF BUCK FOWLER, JR.
MARINE LENDERS SERVICES, LLC IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPOINTMENT OF SUBSTITUTE
CUSTODIAN

I, BUCK FOWLER, JR., being first duly sworn, depose and say as follows:

1. My name is Buck Fowler, Jr. I am over the age of 18 and competent to make this declaration. The facts set forth in this declaration are based upon my personal knowledge and/or information and belief.

///

Page 1 - DECLARATION OF BUCK FOWLER, JR. MARINE
LENDERS SERVICES, LLC IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPOINTMENT OF
SUBSTITUTE CUSTODIAN

142812\285839\COL\45795608.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981
Fax: 503.796.2900

2. I am the Managing Member of Marine Lenders Services, LLC, with offices at 5350 30th Avenue NW, Seattle, Washington. I have experience as vessel owner, operator, and broker, and I have served as the U.S. Marshal's substitute custodian for vessels under arrest in this District.

3. I have read Local Admiralty Rule 135 pertaining to the custody of property and am familiar with its provisions.

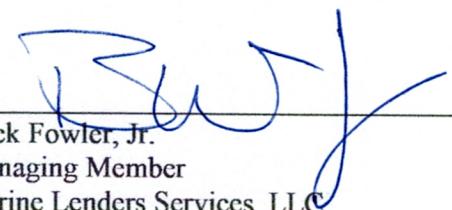
4. I am not a party to this action and have no interest in the outcome of this action in which the vessel MV GLORY is or will be under attachment.

5. I am also familiar with the vessel, at least to the extent of her size, type, construction material, and apparent condition, and I have access to adequate facilities and supervision for and can safely keep the same in place of the United States Marshal during the pendency of suit herein and until further Order of the Court, and in this regard, I will provide legal liability insurance and perform the normal and customary custodial services for said vessel, including providing locks and security, and guarding during the custodianship, at a charge of \$250/day, ten day minimum for the vessel. An additional fee of \$600 per day will be charged for custodian services after the initial ten day period. A fee of \$1,146 per month will be charged for monthly substitute custodial insurance. There will be an arrest fee not to exceed \$3,850, and additional, potential expenses including Vessel charter for transporting US Marshal & substitute to and from the vessel, transporting surveyors, inspectors to & from vessel, transporting substitute custodian to & from vessel to release from arrested & collect stickers, moving vessel if moorage cannot be continued in arresting location, and disposition of cargo. The total charge for said services will be less than those charged by the United States Marshal for providing such services through professional keepers. I will provide these services and keep the vessel secured at her current location, unless I

determine that the vessel should be moved in order to safeguard and protect the vessel, or minimize expenses and/or maximize the sale price of the vessel. In the event the vessel needs to be moved, I will notify the U.S. Marshal's office prior to movement and when it has been secured. I am a beneficiary of a Marine General Insurance Policy issued by Great American Insurance Co (Policy No. OMH254311105) with limits of \$2,000,000 for damage sustained by third parties due to negligence causing damage to the vessel while in the custody and control of Marine Lenders Services LLC, and plaintiff further agrees to hold harmless and indemnify the United States and the United States Marshal from any and all claims whatsoever arising out of the substitute custodian's possession and safekeeping.

7. Further, I agree to accept substitute custodianship of the vessel, her engines, machinery, and appurtenances, etc., in accordance with the order appointing substitute custodian.

Dated this 10th day of June, 2024 at 1420 hrs. Seattle, WA



Buck Fowler, Jr.
Managing Member
Marine Lenders Services, LLC

Page 3 - DECLARATION OF BUCK FOWLER, JR. MARINE
LENDERS SERVICES, LLC IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPOINTMENT OF
SUBSTITUTE CUSTODIAN

142812\285839\COL\45795608.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981
Fax: 503.796.2900